

KAIKOURA COUNTY COUNCIL **POWER-HOUSE EMPLOYEES.**—
AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Kaikoura County Council, Kaikoura.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 9th day of August, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. For the purpose of this award, "power-house employee" means a shift-worker capable of taking charge of the Council's Diesel-engine plant, the maintenance of overhead electric lines, and maintenance and installation of electrical equipment including house wiring.

Hours of Work

2. (a) The ordinary hours of work for all workers (other than shift-workers) coming within the scope of this award shall not exceed forty per week or eight per day, Monday to Friday, both days inclusive.

(b) Workers employed on shift-work may be required to work seven shifts in any week: Provided that the total number of shifts to be worked in each consecutive two-weekly period shall not exceed ten. All rosters shall be subject to the approval of the electrical engineer to the supply authority or to the chief station engineer, as the case may be.

Shifts shall revolve weekly or fortnightly, according to arrangement.

Wages

3. (a) The minimum rates of wages payable to workers under this award shall be:—

	Per Week.		
	£	s.	d.
(i) Senior power-house operator ..	7	5	3
Other power-house operators ..	6	17	6
(ii) Registered wiremen ..	7	18	0
Assistant wiremen ..	7	7	6

(b) The senior wireman shall be paid 5s. per week extra, plus free power, and shall take charge during absences of the electrical engineer.

Overtime

4. (a) In the event of a breakdown in the machinery which would interfere with the running of the works, the electrical engineer may recall any worker in order to effect repairs or meet the emergency.

(b) All time worked in excess of the hours prescribed in clause 2 hereof shall be regarded as overtime and paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays

5. The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

In the case of wiremen and their assistants, such holidays shall be observed and paid for, and any work performed on any such day or on a Sunday shall be paid for at double time rates.

In the case of power-house operators the following rates shall be paid in addition to their ordinary week's pay, in accordance with the Factories Act:—

For work done on Saturdays, after noon: Half-time in addition.

For work done on Sundays: Ordinary time in addition.

For work done on holidays: Double time rates in addition.

Annual Leave

6. (a) All shift-workers shall be allowed fifteen working-days' holiday on full pay on completion of each year's service, such leave to commence from the expiration of the period during which the worker may at the time of taking such leave be entitled to be off work.

(b) Twenty-eight days' notice shall be given to workers when they are required to take their holidays.

(c) Except as otherwise provided in this clause, the provisions of the Annual Holidays Act, 1944, shall apply.

General Conditions and Conveniences

7. (a) A modern first-aid emergency case, full equipped, shall be kept in a convenient place in or near the station.

(b) All shift engineers shall be supplied with not more than one white boiler-suit each year.

(c) Individual lockers shall be provided for engineers wherein they may hang their clothes.

(d) The existing practice in respect of conveniences shall be continued.

Changing Shifts

8. Workers shall be allowed to change shifts with one another with the permission of the electrical engineer or the chief station engineer in charge: Provided, however, that no overtime shall be payable in the case of a worker working longer than the prescribed number of hours in order to effect a change of shift.

Termination of Employment

9. Except with the consent of the employer, no worker shall terminate his engagement otherwise than by giving his employer fourteen days' notice in writing of his intention to do so. The employer may terminate the engagement of any worker in like manner and by like notices, save in the case of a worker guilty of misconduct, who may be dismissed summarily.

Disputes

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

11. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Sick-leave

13. The existing provisions as specified by resolution of the employing authority in respect of payment to workers while sick shall continue.

Scope of Award

14. This award shall apply to the parties named herein.

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of August, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of August, 1949.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.